

## Mackenzie Hodgson Insurance Policy Wording

### Status disclosure

Mackenzie Hodgson is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

All policies are arranged and administered on behalf of Mackenzie Hodgson by Carole Nash Insurance Consultants Ltd. Registered in England, number 2600841. Registered office Trafalgar House, Manchester Road, Cheshire, WA14 1NU. Carole Nash Insurance Consultants Ltd are authorized and regulated by the Financial Conduct Authority, firm reference 307243.

This policy is underwritten by Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group.

AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

This insurance is governed by the laws of England and Wales.

### Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. There are different levels of cover available. The cover **you** hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to **you** separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that **you** must follow for the policy to work.

### Meaning of words

Wherever the following words and phrases appear in bold in this document and in this document, they will always have the following meanings.

**1. We, Us, Our:** Inter Partner Assistance S.A. UK Branch and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

**2. Policy:** This policy covers **breakdown** assistance for the specific **vehicle(s)** shown on **your** policy schedule. These are the only **vehicle(s)** that this cover applies to.

**3. You, Your, Rider:** Respectively, the policyholder(s) named on the schedule or any person riding an insured **vehicle**, and any passenger riding on the insured **vehicle**. (**We** will only assist up to two people including the **rider**).

**4. Vehicle(s):** A vehicle with two wheels that is powered by a motor and can carry one or two people. If the **vehicle** you are riding breaks down while **you** are towing a trailer, **we** will recover the vehicle and the trailer, as long as the trailer is not more than:

- 1 metre wide
- Weighs no more than 150 kilograms
- Is no longer than 2.5 metres when attached to the vehicle

**5. Your Home:** The last address (in the UK) **you** gave to Mackenzie Hodgson Insurance as being where **you** permanently live or where **you** keep **your vehicle**.

**6. Breakdown:** Not being able to use the **vehicle** because of:

- a mechanical **breakdown**;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- key breakage;
- a flat tyre;
- a flat battery; or
- it having no fuel

**7. Territorial Limits:** UK: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. For European breakdown cover (*section E only*) this also includes Andorra, Austria, Belgium, Bulgaria, Denmark, Croatia, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Turkey, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, Malta, the Republic of Cyprus, the Vatican City and other islands that belong to these countries and that are in Europe.

**8. Period of cover:** The period of time which the insurance applies to and that is shown on **your** policy schedule.

**9. Journey:** a trip between **your** home and a place in the UK or abroad, within the **territorial limits**. The trip abroad must not be longer than 31 days in a row, or not more than 90 days in total during the **period of cover**. **You** must have started out on **your journey** for cover to apply.

**10. Luggage:** suitcases or other bags that contain personal belongings for **your journey**.

The cover provided under each section is subject to the General Conditions and General Exclusions detailed in sections F and G

## How to claim

### To get UK emergency help phone: 01737 334431

If you need Breakdown Assistance in Europe, please call: +44 1737 334431

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word "breakdown" to 07984 434960

You should have the following information available:

- The **vehicle's** registration number.
- **Your** name, home postcode and contact details.
- **Your** policy number.
- The make, model and colour of the **vehicle**.
- The location of the vehicle.
- An idea of what the problem is.
- SOS Box number (where applicable).

## Help on motorways

If you break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the above number.

**You will only be able to claim the services we provide by contacting the emergency helpline number.**

## Section A – Roadside Assistance

The cover in this section will only apply if premium has been paid

### What is covered

- If the **vehicle** breaks down more than 1/4 mile from **your** home, **we** will arrange and pay for a breakdown vehicle to come to the **vehicle** (for up to one hour) to try to get it working again.
- If the vehicle cannot be made safe to ride at the place you have broken down, **we** will arrange and pay for the vehicle and one passenger to be taken to a suitable local garage (normally within 20 miles) for it to be repaired. **You** must pay the costs of any repairs.
- If you require, we will pass on two messages to **your home** or place of work (applies to all sections of cover).

### What is not covered

- A **breakdown** at or within 1/4 mile from **your home**.
- Anything mentioned in the general exclusions. (Please see section F.)

## Section B – Nationwide recovery in the UK

The cover in this section applies in addition to the cover shown in Section A. It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

### What is covered

If the **vehicle** cannot be made safe to ride at the place **you** have broken down, and cannot be repaired the same day at a suitable local garage, **we** will choose the most appropriate solution from one of the following options:

**Option 1: nationwide recovery:** **we** will take the **rider** and one passenger, together with the **vehicle**, at **your** request, to either where **you** were originally travelling to or **your** home address. **We** will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, provided this can be done in one trip.

**Option 2: overnight accommodation:** **we** will pay the costs for bed and breakfast for one night only for **you** and **your** passenger up to a maximum of £250.

**Option 3: 24-hour UK hire vehicle:** **we** will pay for a hire vehicle (with an engine of up to 1600cc, for up to 24 hours.) **You** will be responsible for returning the hire vehicle and collecting **your** repaired **vehicle**. **You** must meet the conditions of the hire-car company to be able to hire a car. Please note that we are not able to provide replacement motorcycles.

**Option 4: Onward travel via public transport:** **we** will pay a maximum of £250 for **you** and **your** passenger to continue your **journey** or return to **your home** via public transport. The means of such public transport shall be at **our** discretion. **We** will also pay the cost of one single standard class rail ticket to collect **your vehicle** (if needed) once repairs have been carried out.

### What is not covered

- A **breakdown** at or within 1/4 mile from **your home**.
- Anything mentioned in the general exclusions. (Please see section F.)

## Section C – Homestart in the UK

The cover in this section applies in addition to the cover shown in Sections A (*and B*). It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

### What is covered

- If the **vehicle** breaks down anywhere at or within 1/4 mile from **your home**, **we** will arrange and pay for a breakdown vehicle to come to where **you** are for up to one hour to try to get the **vehicle** working again.
- If the **vehicle** cannot be made safe to ride at the place **you** have broken down, **we** will arrange and pay for the **vehicle**, the **rider** and one passenger to be taken to a suitable local garage (normally within 20 miles), for it to be repaired. **You** must pay the costs of any repairs.

### What is not covered

- Anything mentioned in the general exclusions. (Please see section F.)

## Section D – Misfuelling in the UK

The cover in this section applies in addition to the cover shown in Sections A, B and C.

### What is covered

- Draining and flushing the fuel tank on site using a specialist roadside **vehicle** or
- Recovery of the **vehicle** the **rider** and one passenger to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with 10 litres of the correct fuel.
- Up to a maximum value of £250 per claim.

### What is not covered

- **You** will be responsible for paying any costs in excess of £250 per claim.
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
- Where misfuelling occurs outside the UK.
- Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- Mechanical or component damage to **your vehicle** whether or not caused as a result of misfuelling or the cost of hiring an alternative vehicle in the event mechanical or component damage is sustained.
- Any defect which is deemed NOT to be a direct result of misfuelling or a defect which existed before the incident of misfuelling.
- Any vehicle(s) other than the **vehicle(s)** listed on the policy schedule.
- Anything mentioned in the general exclusions. (Please see section F.)

## Section E – European Breakdown

The cover in this section applies in addition to the cover shown in Sections A (, B, C and D). It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

### E1 - Before travel abroad starts

The benefits shown under section E4 below also apply in the UK, as long as **you** break down during **your journey**.

### E2 - Help at the roadside and towing in Europe

- If **your vehicle** breaks down, **we** will come to where the **vehicle** is located. **We** will arrange and pay for **your vehicle**, the **rider** and one passenger to be taken to a suitable local garage (normally within 20 miles) for it to be repaired. **You** must pay the costs of any repairs.
- After the theft or attempted theft of the vehicle or its contents, **we** will pay the costs of repairing the damage or pay for replacement parts up to £200 in total, which are needed for emergency roadside repairs to make **your vehicle** safe.
- If **you** break down on a European motorway or major road, the local services will tow **you** to a place of safety and **you** will have to pay for the service. **You** can then contact **us** if **you** need more help. **We** will pay up to £250 towards the costs of recovery from the motorway or service area, subject to submission of a valid invoice or receipt. **We** will pay **you** in line with the exchange rate on the date of the claim.

### What is not covered

- **We** will not pay any amounts for making the **vehicle** safe once **you** have returned to the UK.
- Anything mentioned in the general exclusions. (Please see section F.)

### E3 - Delivering replacement parts

#### What is covered

- If replacement parts are not available locally to repair the **vehicle** after a **breakdown**, **we** will arrange and pay to have the parts delivered to **you** or an agreed place as quickly as reasonably possible.

#### What is not covered

- The actual cost of replacement parts and any customs duty. **You** must pay us this using a credit card or debit card or any other payment method **we** agree is suitable.
- Any amount for getting parts, if the replacement parts can be bought locally.
- Anything mentioned in the general exclusions. (Please see section F.)

### E4 - Not being able to use your vehicle

#### What is covered

If during **your journey**, **your vehicle** breaks down and it is not safe to ride, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, **we** will arrange and pay for the most appropriate solution from one of the following options:

- To move **you**, **your** passenger and **luggage** to where **you** were originally travelling to, and then, once **your vehicle** has been repaired, take **you** back to **your vehicle** or bring **your vehicle** to **you**:  
or
- The cost of hiring a car while **your vehicle** is being repaired. Please note that we are not able to provide a replacement motorcycle. **We** will pay up to a maximum £750 in total, as long as **you** are able to meet the conditions of the hire-car company: or
- **We** will pay for bed and breakfast costs of up to £125 for each person each day (£750 in total for you and your passenger) while **your vehicle** is being repaired, as long as **you** have already paid for **your** original accommodation and **you** can't get **your** money back.

#### What is not covered

- The cost of fuel or lubricants **you** use in the hire **vehicle**.
- Replacement parts.
- Any insurance **you** have to pay to the hire-car company.
- Anything mentioned in the general exclusions. (Please see section F.)
- Provision of a replacement motorcycle

### E5- If you become ill or injured and can't ride

#### What is covered

If, during the **journey**, the **rider** cannot ride because of an injury or illness and there is no one else able or qualified to ride the **vehicle**, **we** will provide assistance to finish the **journey** or return the **vehicle** and passengers to the place you were originally travelling from. You will need to provide a medical certificate for the **rider** before we provide this benefit.

### What is not covered

- Anything mentioned in the general exclusions. (Please see section F.)

## E6 - If you can't use your own vehicle to get home

### What is covered

If after a **breakdown**, **your vehicle** is still not repaired or safe to ride when it is time for **you to go home**, **we** will pay for suitable transport to get **you, your passenger and your luggage to your home**, and up to £150 towards other travel costs in the UK while **you** wait for **your own vehicle**. **We** will also pay storage charges (up to £100 inc. VAT) while **your vehicle** is waiting to be repaired, collected or taken to the UK. **You** will be responsible for meeting all storage charges for your **vehicle** in excess of £100.

**We** will then choose the most appropriate solution from the following options:

- take **your vehicle** to **your home** or **your** chosen repairer in the UK or
- pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for **you** to go to get **your vehicle** once it has been repaired.

### What is not covered

- Any costs **you** would have paid anyway for travelling **home**.
- The costs of returning **your vehicle** to the UK if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in the UK, after the **breakdown**.
- The costs of returning **your vehicle** to the UK if repairs can be done locally and **you** are not willing to allow this to happen.
- Anything mentioned in the general exclusions. (Please see section F.)

## E7 - Departure Cover

### What is covered

If **your vehicle** is lost, immobilised or rendered unroadworthy due to a breakdown occurring during the 7 days immediately preceding the arranged departure date for **your journey**, and **your vehicle** cannot be repaired or is not recovered prior to the arranged departure date. **We** will pay up to £750 in total under this policy to enable **you** to continue **your original journey**. **We** will pay for the following:

- The hire of or replacement vehicle, where available, for the purpose of carrying out **your original journey**. **We** will pay for the rental charge, collision damage waiver and any necessary drop off charge. Please note: **you** will be responsible for any damage to the hire vehicle and any excess imposed by the hire car provider.
- The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim. Any claim involving a hire vehicle must be authorised by **us** before expenses are incurred. **You** must contact **us** as soon as **you** know that **your vehicle** may be unavailable for **your planned journey**. **Your** claim must be supported by a letter from the garage confirming:
  - The regular maintenance and servicing of your vehicle;
  - Precise details of the breakdown or damage;
  - Breakdown, when occurring, was sudden and unforeseen; and
  - Repairs cannot be made before the date planned for **your journey** to begin.
  - In the event of a theft, **you** will be required to report the incident to the Police and obtain a crime reference number to be eligible for this benefit.

### What is not covered

- Any claims resulting from a **breakdown** if **you** have purchased this cover less than ten days before the planned date of departure of **your journey**
- Any claim in relation to costs occurring after the 31st day of any one **journey**
- Any claim when actual or imminent breakdown of **your vehicle** is discovered or diagnosed in the course of a service carried out less than ten days prior to **your** planned departure date
- Loss of use of a vehicle hired to **you**
- The cost of fuel, oil or insurance for a hire vehicle
- The cost of any personal accident insurance or other benefit not specifically covered under this policy
- Fines, parking charges or congestion charges arising from the use of a hire vehicle
- Trips solely within the **Territorial Limits (UK)**
- Anything mentioned in the General Exclusions (Section F)

### Incapacitated Rider:

In addition to the benefits above, if the **rider** cannot ride because of an injury or illness acquired during a **journey**, and there is no one else able or qualified to ride the **vehicle**, we will provide assistance to finish the **journey** or return the **vehicle** and passenger to the place you were originally travelling from. **You** will need to provide a medical certificate for the **rider** before we provide this benefit.

### Section F – General exclusions that apply to all parts of this policy

1. Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under section A, which are available immediately.
2. The cost of any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts.
3. The cost of paint-work and other cosmetic items.
4. Labour costs for more than one hour of roadside help.
5. The cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
6. Any costs for **vehicle**, which have not been maintained and used in line with the manufacturer's recommendations.
7. Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay any fees to store or release the **vehicle**.
8. Any toll or ferry fees incurred by the **rider** or the driver of the recovery vehicle.
9. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
10. Damage or costs that arise from us trying to get into the **vehicle** after **you** have asked for help.



11. Losses of any kind that comes from providing, or delaying providing, the services this cover relates to (for example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand).
12. Loss or damage to personal possessions **you** leave with **your vehicle**.
13. Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if **we** agree to do this it will be completely at **your** own risk and cost.
14. Any costs for **vehicle** that have broken down or were not safe to ride when cover was taken out.
15. Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
16. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
17. Recovering the **vehicle** when it is carrying more than a **rider** and a passenger, if there is more weight on the vehicle than it was designed to carry or **you** are riding on unsuitable ground.
18. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
19. Recovery or help if the **vehicle** is being used to carry commercial goods and a commercial policy has not been purchased.
20. Any claim that comes from:
  - any person riding the **vehicle**, if **you** know they do not have a valid licence to drive in the UK; or
  - any person riding the **vehicle**, if they are not authorised by **you** to ride the **vehicle** or are not keeping to the conditions of their driving licence.
21. Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same **journey**.
22. Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
23. Loss or damage caused by war, revolution or any similar event.
24. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which are outside **our** reasonable control, such as severe weather conditions.
25. Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.

## Section G – General conditions applying to all parts of this policy

1. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. If **we** arrange for

temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident.

2. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
3. **You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.
4. **You** must quote **your** policy number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
5. **You** will have to pay the cost of moving the **vehicle** or a repair **vehicle** coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way.
6. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
7. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
8. **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the specified time limits.
9. Where **you** agree to a temporary roadside repair, **you** will be responsible for any costs and/or any damage to the **vehicle** **you** incur if **you** continue to ride the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is intended only to re-mobilise the **vehicle** so it may be ridden to a suitable facility to enable a permanent repair to be carried out.
10. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
11. **You** will have to pay for any parts or other products used to repair the **vehicle**.
12. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
13. During any 12-month period **we** will not be responsible for more than six claims in total. In addition **we** will not be responsible for any subsequent call outs for any symptoms which arise from a previous breakdown within the last 28 days unless the **vehicle** has been fully repaired, declared fit by **our** agent or is on route to be repaired at a suitable garage.. If **you** need **our** help more than the number of claims allowed on **your** policy in a 12-month **period of cover** or for the same fault on the same **vehicle** within the last 28 days, **you** will have to pay for the services **we** provide. **We** will ask for a credit-card number or debit-card number before **we** help **you**.
14. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.

15. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown**, and **you** will be responsible for any additional costs incurred in the recovery and/or repair of **your vehicle**.
16. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **You** must meet the conditions of a hire-car company to hire a vehicle.
17. This insurance contract is between **you** and **us**. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.
18. **We** may cancel this policy by giving **you** 7 days' notice by recorded delivery to **your** last known UK address and will refund the amount of **your** premium proportionate to the unexpired term of **your policy** provided **you** have not made a claim.
19. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
20. Should **you** be taken ill or suffer an injury whilst riding **your vehicle**, we will arrange for **your vehicle** to be taken to **your** final destination or to be transported back to the place that **you** were originally travelling from. A medical certificate will need to be provided.

### Our promise

**We** want to give **you** the best possible service. If **you** are not happy with **our** service, the procedure below explains what **you** should do:

### Complaints Procedure

**You** can write to the Quality Manager at:  
 Quality Manager, Inter Partner Assistance SA,  
 The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, UK.  
 Or, **you** can phone 01737 815215  
 Email: quality.assurance@axa-assistance.co.uk

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to:  
 Financial Ombudsman Service  
 Exchange Tower, London E14 9SR or, **you** can phone 0800 023 4567, or  
 Email: complaint.info@financial-ombudsman.org.uk  
 Website: www.financial-ombudsman.org.uk

These procedures do not affect **your** right to take legal action.

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk).

## Data Protection

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, for providing **breakdown** assistance, for policy administration, claims handling, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

**We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** **breakdown** assistance claim, in order to provide the services described in this policy,
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with **breakdown** assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of **your** **vehicle** which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, for example government records of when **your** MOT is due, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the UK both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide us with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

**You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in our website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road

Redhill  
RH1 1PR  
UK  
Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

Our full data privacy notice is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk)

Alternatively, a hard copy is available from us on request.

### Alternative Format

Please contact Mackenzie Hodgson Insurance on 0330 343 8748 if **you** would like a copy of these terms and conditions in an alternative format such as large print or audio.

### Cancellation Rights

If **you** find that this cover does not meet **your** needs, please contact Mackenzie Hodgson Insurance on 0330 343 8748 within 14 days of receiving this document and they will arrange for **us** to cancel this policy. **You** will receive a refund of **your** premium provided **you** have not made any claims. If **you** cancel **your** policy outside this 14 day period, no refund will be due.

**We** (or the administrator) may cancel this **policy** by giving **you** at least 14 days written notice at **your** last known address for the following reasons:

- If **you** fail to make payment of premiums;
- If **you** refuse to allow **us** reasonable access to **your vehicle** in order to provide the services **you** have requested under this **policy** or if **you** fail to co-operate with **our** operator or other agent;
- If **you** otherwise fail to comply with the terms and conditions of this **policy** and/or;
- If the cost of providing this **policy** becomes prohibitive to **us**, **we** may cancel this **policy** without giving **you** prior notice if, by law, **we** are prevented or otherwise impeded from providing it.

**We** may cancel this **policy** without giving **you** prior notice and without refunding **your** premium if:

- You make or try to make a fraudulent claim under **your policy**;
- **You** are abusive or threatening towards **our** staff and/or operators;
- **You** repeatedly or seriously break the terms of this **policy**.

If **your policy** is cancelled, any valid claim that **you** have lodged prior to cancellation will be completed.

**We** reserve the right to review and adjust the premium not less than 12 months after inception to reflect:

- a. changes in the provision of the cost of the service;
- b. adverse conditions beyond **our** control which impact the number and frequency of claims under this policy;
- c. changes in Law or Regulation increasing the cost of compliance or ability to deliver the service;
- d. increases in inflation.

### Renewals

Before the end of **your** current policy, Mackenzie Hodgson will write to **you** to tell **you** about any changes to what is included in **your** agreement or any changes to **the** prices for the next year.

Unless **you** tell Mackenzie Hodgson when **they** write to **you** that **you** do not want to renew, **your** agreement will be automatically renewed for another year if **you** have chosen to pay by Direct Debit.